



CYNTHIA A. HARDING, M.P.H.  
Interim Director

JEFFREY D. GUNZENHAUSER, M.D., M.P.H.  
Interim Health Officer

DAVID DIJKSTRA  
Administrative Deputy

5555 Ferguson Drive, Room 320-10  
Commerce, California 90022  
TEL (323) 869-8507 • FAX (323) 869-0641

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

June 16, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION TO ACCEPT AND IMPLEMENT A GRANT AWARD FROM FIRST 5 LA, AN ALLOCATION AGREEMENT FROM THE STATE DEPARTMENT OF HEALTH CARE SERVICES FOR MEDI-CAL RENEWAL ASSISTANCE, AND FUTURE AWARDS AND/OR AMENDMENTS; AND APPROVAL OF 19 AMENDMENTS TO CHILDREN'S HEALTH OUTREACH INITIATIVES CONTRACTS FOR THE PERIOD JULY 1, 2015 THROUGH DECEMBER 31, 2018 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Provide authorization to accept and implement an award from the Los Angeles County Children and Families First - Proposition 10 Commission, an Allocation Agreement from the State Department of Health Care Services for Medi-Cal renewal assistance services, and future awards and/or amendments and execute 19 contract amendments for Children's Health Outreach, Enrollment, Utilization and Retention services.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to accept and implement an amendment to Contract Number 08379.3 (Exhibit I) from the Los Angeles County Children and Families First - Proposition 10 Commission (First 5 LA), in the amount of \$2,087,806, to support the Maternal, Child, and Adolescent Health (MCAH) Program's Children's Health Outreach Initiatives (CHOI) Program for the period of July 1, 2015 through December 31, 2015.



**BOARD OF SUPERVISORS**

Hilda L. Soils  
First District

Mark Ridley-Thomas  
Second District

Shella Kuehl  
Third District

Don Knabe  
Fourth District

Michael D. Antonovich  
Fifth District

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

33 OF JUNE 16, 2015

PATRICK O'GAWA  
ACTING EXECUTIVE OFFICER

2. Authorize and instruct the Interim Director of DPH, or her designee, to accept and implement a Medi-Cal Renewal Assistance Allocation Agreement (Exhibit II) from the State Department of Health Care Services (DHCS), in the amount of \$4,887,854, to provide Medi-Cal renewal assistance to current Medi-Cal beneficiaries for the period of January 1, 2015 through December 31, 2016.
3. Delegate authority to the Interim Director of DPH, or her designee, to accept future awards and/or amendments that are consistent with the requirements of the First 5 LA award and the DHCS Allocation Agreement that extend the terms through December 31, 2018, at amounts to be determined by the funding entities; reflect non-material and/or ministerial revisions to the awards' terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the awards through June 30, 2019; and/or provide an increase or decrease in funding up to 25 percent above or below each grant term's annual base amount, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
4. Delegate authority to the Interim Director of DPH, or her designee, to execute 19 contract amendments to extend the term and increase the maximum obligation of the contracts with CHOI service providers, as identified in Attachment A, for the provision of Medi-Cal Renewal Assistance project services, effective upon execution through December 31, 2016, at a total estimated County maximum obligation of \$4,400,000, 100% offset by DHCS Medi-Cal Renewal Assistance Allocation Agreement funds, subject to review and approval by County Counsel, and notification to your Board and the CEO.
5. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the CHOI contracts that extend the term through December 31, 2018, at amounts to be determined by DPH based upon available funding; adjust the term through June 30, 2019; allow the rollover of unspent contract funds; provide an internal reallocation of funds between budgets up to 10 percent of each term's annual base maximum obligation; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.
6. Delegate authority to the Interim Director of DPH, or her designee, to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

**PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will allow DPH to accept funding from First 5 LA for the continued support of the CHOI program in its comprehensive health coverage outreach, enrollment, utilization, and retention efforts in Los Angeles County. On July 31, 2012, your Board authorized the CEO to execute Contract Number 08379 with First 5 LA to accept \$87,300,000 in funds for program services, including \$14,100,000 for the DPH Healthy Kids Outreach Partnership Services project, with a term ending June 30, 2015. The Healthy Kids Outreach Partnership was developed in 2003 as a collaborative between DPH and community-based organizations, school districts, healthcare providers and the cities of Long Beach and Pasadena to provide comprehensive health coverage outreach, enrollment, utilization and retention services for children 0-5 and their families.

This additional funding will allow CHOI contractors to continue to conduct outreach to children 0-5 and their families about the availability of health coverage programs and services, screen the families for eligibility, assist them with the application process and follow-up, and confirm their enrollment in a program. Throughout the first year of coverage, CHOI contractors will continually follow-up with the families to ensure the child/children and families are able to access and utilize their health benefits, retain their coverage, and, at the 11-month mark, the CHOI contractors will assist with the renewal/redetermination paperwork to ensure the family members retain their coverage for the next year. This funding will help to ensure that low-income children and families are able to obtain health coverage and have access to quality health care services. The CHOI contracts that are supported by these funds will be amended under delegated authority to extend their terms and add this funding.

Approval of Recommendation 2 will allow DPH to accept the Allocation Agreement from DHCS to continue to support Medi-Cal coverage retention efforts in Los Angeles County. With this funding, CHOI Program Contractors will conduct outreach and provide comprehensive assistance to Medi-Cal beneficiaries during their crucial renewal/re-determination period in order for beneficiaries to retain and utilize their health coverage benefits. Due to changes in federal and State laws, Medi-Cal has expanded eligibility for health care coverage as of January 1, 2014. In compliance with the newly mandated Patient Protection and Affordable Care Act (ACA), the Medi-Cal renewal process and forms have changed. These renewal assistance funds are solely intended for services for beneficiaries that had Medi-Cal pre-ACA or are new to Medi-Cal, and could benefit from renewal assistance. DHCS accepted contributions from The California Endowment to distribute funds to select counties for the purpose of providing renewal assistance.

Approval of Recommendation 3 will allow DPH to accept future awards and/or amendments that are consistent with the requirements of the First 5 LA award and the DHCS Allocation Agreement to extend and/or adjust the term of the award; reflect non-material revisions to terms and conditions; rollover unspent funds and/or redirect funds;

and/or provide an increase or decrease in funding up to 25 percent above or below each grant term's annual base amount. This recommended action will enable DPH to accept awards and/or amendments that adjust the project period up to six (6) months beyond the anticipated term, in those instances where there has been an unanticipated extension of the term to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 4 will allow DPH to execute amendments to extend the term and increase the maximum obligation of 19 CHOI services contracts effective upon execution through December 31, 2016. Services to be provided include, but are not limited to: outreaching to communities in need to educate and inform on available health coverage programs; assisting with the application process and navigating complex health coverage systems; confirming enrollment into affordable health coverage; providing troubleshooting and advocacy efforts to assist families having issues gaining or accessing coverage; promoting the utilization of health coverage and assisting with barriers to receiving medical, dental, and vision care; and providing comprehensive health coverage retention and renewal/redetermination assistance. For the DHCS grant, the focus population is Medi-Cal beneficiaries, and the service focus will be primarily on retention and renewal/redetermination assistance. Through these 19 contracts, LA County residents will continue to receive assistance in navigating an incredibly confusing and complex health coverage system through the help of certified and trained community advocates. The CHOI Program has a strong presence in the community, is trusted and well known, and is the only collaborative that provides these comprehensive services from outreach through renewal since 2004.

Approval of Recommendation 5 will allow DPH to execute amendments to the CHOI contracts to extend and/or adjust the term of the contracts; rollover unspent funds; internally reallocate funds between budgets up to 10 percent of the annual base maximum obligation; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend the contracts to adjust the term for a period of up to six (6) months beyond the anticipated expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendation 5 will also enable DPH to amend the CHOI contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no

obligation to pay a contractor beyond what is identified in the executed contract, the County may determine that the Contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost (NCC).

Approval of Recommendation 6 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's term and conditions.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The First 5 LA grant award provides funding in the amount of \$2,087.806, for the period of July 1, 2015 through December 31, 2015.

The DHCS Allocation Agreement provides funding in the amount of \$4,887,854, for the period of January 1, 2015 through December 31, 2016.

The total estimated cost for the CHOI amendments for the period of July 1, 2015 through December 31, 2016 is approximately \$4,400,000, 100 percent offset by the DHCS Medical Renewal Assistance Allocation Agreement. This action has no impact on NCC.

Funding is included in DPH's Recommended Budget for fiscal year (FY) 2014-15 and will be included in future FYs, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The First 5 LA Contract award (Exhibit I) and the DHCS Allocation Agreement (Exhibit II) include provisions requiring the County to indemnify funding agencies for all claims and losses related to these awards. These are standard requirements from First 5 LA and the State and cannot be waived or modified.

Due to the short time frame of the project, DPH may utilize the temporary personnel master agreements approved by your Board on October 19, 2010, to recruit a program coordinator and clerical assistant who will be responsible for the overall management of the Children's Health Outreach, Enrollment, Utilization and Retention project.

County Counsel has approved Exhibits I and II as to form.

Attachment A is the list of CHOI contracts to be amended.

**CONTRACTING PROCESS**

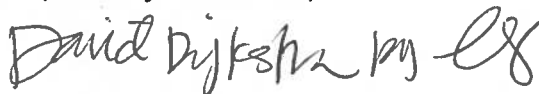
Per the DHCS Allocation Agreement, awardees are required to respond rapidly by ensuring required services are initiated in a timely fashion and 90 percent of the award funds must be utilized through community based organizations. As a result, it was determined to be necessary to utilize contractors that have the demonstrated expertise and capacity to initiate the required services in a timely fashion, as the immediate commencement of services to be provided under the Agreement will ensure the maximum utilization of grant funding and provision of services to target populations.

On June 4, 2013, your Board approved the execution of 19 CHOI service contracts (including five (5) sole source contracts) effective July 1, 2013 through June 30, 2015 and delegated authority to DPH to amend these contracts for two (2) additional one-year terms with an option to extend for up to six (6) additional months.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow DPH to continue to provide health coverage outreach, enrollment, utilization and retention services to improve health access for low income families throughout Los Angeles County.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "David Dijkstra" followed by a stylized monogram or initials.

DAVID DIJKSTRA  
Administrative Deputy

DD:os  
#03288

Enclosures (3)

c: Interim Chief Executive Officer  
County Counsel  
Acting Executive Officer, Board of Supervisors

## AMENDMENT NO. 2 FOR CONTRACT #08379 WITH COUNTY OF LOS ANGELES FOR PROGRAM SERVICE PM-3: HEALTHY KIDS PROJECTS

This document is official notification that Contract #08379, with the effective date of July 1, 2012, has been revised to reflect the amendment to project term and additional funding for PM-3: Healthy Kids, that have been negotiated between County of Los Angeles (Contractor) and the Los Angeles County Children and Families First – Proposition 10 Commission (Commission). This memorandum, when signed by the authorized signatories below, will constitute a duly executed amendment, incorporating the changes set forth below into said Contract.

### V. BUDGETS

Section V. Budgets, paragraph F, section (3) is amended as follows:

- (3) PM-3: Healthy Kids:  
Maximum Multi-Year Budget – \$16,116,590

### IX. EXHIBITS

The following Exhibits are revised and approved and form an integral part of this Contract.

Exhibit	Program Service	Type
I1	PM-3: Healthy Kids	Multi-Year Scope of Service
K1	PM-3: Healthy Kids	Multi-Year Budget

The remaining provisions of the Contract are in full force and effect.

#### COMMISSIONERS

Los Angeles County Mayor  
Michael D. Antonovich  
*Chair*  
  
Phillip L. Browning  
*Vice Chair*

Judy Abdo  
Nancy Haruye Au  
Jane Boeckmann  
Duane Dennis

Sandra Figueroa-Villa  
Marvin J. Southard, D.S.W.  
Joseph Ybarra Jr., Ph.D.

#### EX OFFICIO MEMBERS

Patricia Curry  
Cynthia A. Harding, M.P.H.  
Karla Pleitez Howell  
Deanne Tilton

#### EXECUTIVE DIRECTOR

Kim Belshé

#### CHIEF OPERATING OFFICER

John A. Wagner

#### A PUBLIC ENTITY

By acknowledging this memorandum where indicated below, you represent that you have reviewed and agree to the above-described amendment to the Contract #08379 with the Los Angeles County Children and Families First – Proposition 10 Commission and that you are legally authorized to sign and bind an agreement on behalf of County of Los Angeles.

**CONTRACTOR**

**Agreed and Accepted:**

**Name of Contractor:** County of Los Angeles

**Contract Number:** 08379

**Print Name and Title  
of Authorized  
Signatory:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name and Title  
of Authorized  
Signatory:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**COMMISSION**

**Approved:**

**Print Name and Title  
of Authorized  
Signatory:** Kim Belshé, Executive Director

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

KB:vdl





First 5 LA Use Only Grant # 08379.3
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## Projected Budget Form (All Years Combined)

*Healthy Kids*

Applicant Name: Department of Public Health

Project Name: Healthy Kids Outreach Partnership

Cost Category					TOTALS (all years combined)		
	Actuals FY 2012 - 2013	Actuals FY 2013 - 2014	Budget FY 2014 - 2015	Budget FY 2015 - 2016	Multi-Year Project Budget	Total Matching Funds	Total
<b>TOTAL:</b>	4,683,854.00	4,652,711.00	4,692,219.00	2,087,806.00	16,116,590.00		16,116,590.00

**Multi-Year Scope of Services**  
**County of Los Angeles Department of Public Health**  
**Healthy Kids Outreach Partnership**  
**July 1, 2015 – December 31, 2015**

**PROJECT:** Healthy Kids Outreach Partnership

**BACKGROUND:** The Healthy Kids Outreach Partnership Project is a partnership among First 5 LA, County of Los Angeles Department of Public Health (DPH) and LA Care to provide insurance coverage for eligible children. The project includes funding for outreach and enrollment services as well as the monthly insurance premium. Outreach and enrollment is provided by DPH.

**TARGETED OUTCOMES:** In implementing this project, the County of Los Angeles Department of Public Health will focus on meeting the following outcomes.

1. Improve access to and the quality of, health resources for pregnant women, young children and their families.
2. Increase the percentage of eligible children who are enrolled and retained in low or no cost health insurance programs.
3. Increase utilization of preventative and other needed services among children from birth through age 5 enrolled in low or not-cost health insurance programs.
4. Assist current Healthy Kids program members identify and enroll into another health insurance and health service programs.

**SCOPE OF SERVICES:** The County of Los Angeles Department of Public Health will oversee the outreach, enrollment, utilization and retention activities to increase access and utilization of health care programs for children from birth through age 5. Annually, DPH will set targets for outreach and enrollment as part of its work plan. DPH will execute this program through community-based organizations and the cities of Long Beach and Pasadena Health Departments. DPH will provide project

management and will oversee and monitor the work of all subcontracts engaged to support the scope of services. To support accurate and eligible enrollment, DPH will provide regular training for subcontractors and other agency staff, as appropriate, on Healthy Kids, Medi-Cal and other free and low-cost health coverage programs. Finally, DPH will actively support First 5 LA's evaluation of the program and support related data collection efforts. Specifically, DPH in the final six months of its agreement with F5LA will focus on achieving the following objectives:

1. **Outreach:** Successfully engage a minimum of 18,000 persons of the target population through an outreach contact.
2. **Application Assistance:** Complete applications for a minimum of 2,500 uninsured clients enrolling into Healthy Kids, Medi-Cal, Kaiser and other low-cost health coverage programs.
3. Investigate status of enrollment within three months of application completion date on 100 percent of client applications assisted with or facilitated by subcontracting agencies
4. **Enrollment Confirmation:** Confirm enrollment on 70% percent of applications assisted with or facilitated by subcontracting agencies
5. **Troubleshooting Assistance:** Provide ongoing assistance, e.g. troubleshooting and problem solving, to a minimum of 10,000 clients experiencing problems with enrollment, utilization of benefits, retention and redetermination of eligibility.
6. **Utilization Assistance:** Offer utilization assistance at 4-6 months post enrollment to 80% of clients whose application were or facilitated by a subcontractor and confirmed enrolled.
7. **Renewal Assistance:** Successfully contact and offer renewal/re-determination assistance to 65% of clients who submitted their original application with the subcontracting agency or who submitted their application elsewhere but gets assistance at a subcontracting agency.
8. **Support the effort to move Healthy Kids members into an alternative health care program or insurance coverage.** An option could be to offer the opportunity to enroll in the County's indigent health services program, MyHealthLA (MHLA), or another insurance program.
9. **Identify Sustainability opportunities:** Contractor will identify alternative funding source(s) for the Healthy Kids Outreach Partnership Project.



Jennifer Kent  
Director

State of California—Health and Human Services Agency  
Department of Health Care Services



EDMUND G. BROWN JR.  
Governor

March 20, 2015

Cynthia Harding  
Interim Director  
Los Angeles County Department of Public Health  
313 N. Figueroa Street, Room 708  
Los Angeles, CA 90012  
Email: [charding@ph.lacounty.gov](mailto:charding@ph.lacounty.gov)

**SUBJECT: DEPARTMENT OF HEALTH CARE SERVICES MEDI-CAL RENEWAL  
ASSISTANCE ALLOCATION AGREEMENT (ALLOCATION)**

Dear Ms. Harding:

As a recipient of the Department of Health Care Services (DHCS), Medi-Cal Renewal Assistance Allocation (Allocation) funding authorized by Senate Bill (SB) 18, your organization is required to sign and comply with the attached Allocation.

The Allocation funds will be paid to your organization utilizing an allocation process. In order to receive Allocation funds, your organization is not required to obtain Board of Supervisor's Approval unless that is the prescribed protocol for accepting allocation funding. The Allocation outlines the requirements and provisions of the allocation funding, required deliverable templates and the timeframes for submitting required deliverables.

Please contact your DHCS Outreach and Enrollment Liaison at [DHCSOutreach@dhcs.ca.gov](mailto:DHCSOutreach@dhcs.ca.gov) upon receipt of the Allocation Agreement to provide details regarding the process that your organization is required to follow in order to obtain allocation approval. You must sign and electronically return Page 1 of the Allocation Agreement to [DHCSOutreach@dhcs.ca.gov](mailto:DHCSOutreach@dhcs.ca.gov) upon receipt. A wet signature is also required and shall be sent back to DHCS. Once that information is provided, your DHCS liaison will work with you directly in regards to the Quarterly Invoice and Deliverable Schedule.

We look forward to working with your organization and appreciate your commitment to Medi-Cal Renewal Assistance efforts in your community. If you have additional questions or need clarification regarding the Allocation, please contact your DHCS Outreach and Enrollment Liaison.



Sincerely,

*Alice Mak*

Acting Division Chief  
Department of Health Care Services

# ALLOCATION FOR MEDI-CAL RENEWAL ASSISTANCE

State of California – Department of Health Care Services

<b>COUNTY</b>	Los Angeles				
<b>PROJECT TITLE</b>	Medi-Cal Renewal Assistance				
<b>PERFORMANCE PERIOD</b>	January 1, 2015	through	December 31, 2016		
<p>Under the terms and conditions of this Allocation, the County agrees to complete renewal assistance efforts as described in the project description, and the State of California, through its Director of the Department of Health Care Services pursuant to Senate Bill (SB) 18, Section 1, agrees to fund the County up to the Allocation Amount.</p>					
<b>PROJECT DESCRIPTION</b>					
<p>The County agrees to provide Medi-Cal renewal assistance, pursuant to SB 18. SB 18 provides counties and community-based organizations (CBOs) funding to assist current Medi-Cal beneficiaries in renewing their coverage in years 2015 and 2016. In compliance with the newly mandated Patient Protection and Affordable Care Act (ACA), the Medi-Cal renewal process and forms have changed. Beneficiaries that had Medi-Cal pre-ACA or are new to Medi-Cal could benefit from renewal assistance. The funds allocated under this allocation shall be used only for Medi-Cal renewal assistance activities and may supplement, but shall not supplant, existing local, state, and foundation funding of county renewal assistance activities.</p>					
<b>TOTAL ALLOCATION AMOUNT NOT TO EXCEED</b>		\$4,887,854			
The General and Special Provisions attached are made a part of and incorporated into the Allocation.					
<b>Los Angeles</b>		<b>DEPARTMENT OF HEALTH CARE SERVICES STATE OF CALIFORNIA</b>			
Los Angeles County Department of Public Health Interim Director 313 N. Figueroa Street, Room 708 Los Angeles, CA 90012					
BY (AUTHORIZED SIGNATURE):		BY (AUTHORIZED SIGNATURE):			
		 Original Signed by Alice Mak			
PRINTED NAME AND TITLE OF PERSON SIGNING:		PRINTED NAME AND TITLE OF PERSON SIGNING:			
		Alice Mak, Acting Division Chief			
DATE SIGNED:		DATE SIGNED:			
		March 13, 2015			
<b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>					
AMOUNT OF ALLOCATION \$«Allocation_Amount».00		Allocation NUMBER «Allocation_Number»		FUND –	
ADJ. INCREASING ENCUMBERANCE		APPROPRIATION			
ADJ. DECREASING ENCUMBERANCE		FUNCTION			
TOTAL ALLOCATION AMOUNT \$«Allocation_Amount».00		LINE ITEM ALLOTMENT		CHAPTER	STATUTE
					FISCAL YEAR
T.B.A NO.	B.R. NO.	INDEX	OBJ.	PCA	PROJECT/WORK PHASE
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

**ALLOCATION FOR  
MEDI-CAL RENEWAL ASSISTANCE  
COUNTY OF LOS ANGELES**  
State of California – Department of Health Care Services

**TERMS AND CONDITIONS OF ALLOCATION**

The County shall be responsible for the performance of the work as set forth herein below and for the preparation of deliverables and reports as specified in this Allocation. The County's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan for this Allocation.

**General Provisions**

**A. Definitions**

1. The term "Allocation" as used herein means the document between the State and County specifying the payment of Allocation Amount by the State for the performance of Work Plan within the Project Performance Period by the County.
2. The term "County" as used herein means the party described as the County on page one (1) of this Allocation.
3. The term "Allocation Amount" as used herein means the Renewal Assistance Allocation funding authorized by SB 18 funds awarded to the County by the State.
4. The term "Project Performance Period" as used herein means the period of time that the Allocation Amount is available as described on page one (1) of this Allocation.
5. The term "Project Representative" as used herein means the person authorized by the County to be responsible for the Allocation and is capable of making daily management decisions.
6. The term "State" as used herein means the Department of Health Care Services.
7. The term "Community Based Organization," or "CBO," as used herein means a public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segments of a community, and provides educational or related services to individuals in the community, as stated in 20 U.S.C.A § 7801(6).

**B. Allocation Execution**

1. County agrees to complete the activities in accordance with the time of the Allocation Performance Period and under the terms and conditions of this Allocation.
2. County, and the agents and employees of County, in the performance of this outreach efforts funded through the Allocation, shall act in an independent capacity and not as officers or employees or agents of the State.
3. County shall complete all work in accordance with an approved Work Plan which will be included in this Allocation as Attachment 2. County agrees to submit in writing any deviation from the attached Work Plan to the State for approval prior to implementation of changes.

4. County shall comply with the provisions of SB 18 and any policies & procedures by DHCS interpreting it.
5. Rights in Data and Reporting: The County agrees that all data and reports produced in the performance of this Allocation are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such data and reports, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.

### **C. Allocation Costs**

Subject to the availability of Allocation Amount, the State hereby grants to the County \$4,887,854 not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Allocation.

The Allocation Amount to be provided to the County, under this Allocation, may be disbursed as follows:

1. To Community Based Organizations (CBOs): County shall disperse at least 90% of the Allocation Amount. The County is required to partner with one or more CBOs to develop, conduct and implement effective tools and methods to expand Medi-Cal renewal assistance efforts. The County is not required to immediately contract with CBOs in light of the timelines that may be necessary for contracting processes. However, the County will need to demonstrate through quarterly reporting activities on the progress of contracting with CBOs.
2. The County shall retain no more than 10% of the Allocation Amount for indirect administrative costs, including planning, plan documentation, and other administrative costs.

### **D. Federal Funding**

The full Allocation fund amount is contingent upon State dollars being matched with federal funds. If federal funding for the current year and/or any subsequent year covered under the Allocation does not appropriate sufficient funds for the program, DHCS will not be liable for paying the federal portion to the counties under this Allocation and the counties shall not be obligated to perform any provisions of this agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel the Allocation with no liability occurring to DHCS, or offer an amendment to the Allocation to the counties to reflect the reduced amount.

### **E. Payment Documentation**

1. All payment requests must be submitted by the County on a quarterly basis using a completed Renewal Assistance Quarterly Invoice, Attachment 3. The invoice and the deliverables noted below must accompany the invoice as outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted on Page 4.

Budget Plan, Attachment 1  
Work Plan, Attachment 2  
Renewal Assistance Quarterly Invoice, Attachment 3  
Quarterly Progress Report, Attachment 4  
Annual Budget Report, Attachment 5

2. County shall submit all documentation for Allocation completion and final reimbursement within 90 days of Allocation completion, but no later than the end of the Project Performance Period as shown on page one (1).
3. Payments shall be on the basis of costs incurred.
4. Be certified by the County prior to its submission to DHCS. This certification must be in compliance with current federal certification requirements.
5. Advance payment for the Allocation Amount is not allowed.



<b>QUARTERLY INVOICE, DELIVERABLES, AND PAYMENT SCHEDULE 2015-2016</b>		
<b>DUE DATE OF DELIVERABLES</b>	<b>COUNTY DELIVERABLES</b>	<b>QUARTER FOR INVOICING EXPENDITURES</b>
03/27/2015	BUDGET PLAN	Invoice for development of Budget Plan
03/27/2015	WORK PLAN	N/A
04/06/2015	INVOICE and PROGRESS REPORT	January, February, March 2015
07/02/2015	INVOICE and PROGRESS REPORT	April, May, June 2015
10/02/2015	INVOICES and PROGRESS REPORT	July, August, September 2015
01/04/2016	ANNUAL BUDGET REPORT, INVOICE, and PROGRESS REPORT	October, November, December 2015
04/04/2016	INVOICE and PROGRESS REPORT	January, February, March 2016
07/05/2016	INVOICE and PROGRESS REPORT	April, May, June 2016
10/03/2016	INVOICE and PROGRESS REPORT	July, August, September 2016
01/02/2017	ANNUAL BUDGET REPORT, INVOICE, and PROGRESS REPORT	October, November, December 2016

#### **Budget Plan**

County is required to use the Budget Plan, Attachment 1. As outlined in the Quarterly Invoice, Deliverables and Payment Schedule above, a Budget Plan must be submitted to DHCS in order to receive the initial payment allocation of at least 20% of the Total Allocation Award. Counties must also provide a detailed description of planned administrative costs as part of the Budget Plan.

#### **Work Plan**

County is required to use the Work Plan, Attachment 2. As outlined in the Quarterly Invoice, Deliverable and Payment Schedule noted above, a Work Plan must be submitted to DHCS in order to receive the second quarterly payment. The Work Plan shall include strategies, milestones, and time frames for renewal assistance activities completed by the County and its contracted CBOs.

#### **Renewal Assistance Quarterly Invoice**

County is required to use the Renewal Assistance Quarterly Invoice, Attachment 3. Invoices must be submitted by the County on a quarterly basis as outlined in the Quarterly Payment and Deliverable Schedule noted above. The Invoice must include detailed budget activity and expenditures for the specific quarter.

#### **Quarterly Progress Report**

County is required to submit a Quarterly Progress Report, Attachment 4. As outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted above, Quarterly Progress reports will be required starting with the third quarter reporting period. The County must provide a progress report to measure and document progress-to-date on the work plan objectives and performance goals. The State reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

### **Annual Budget Report**

County is required to submit an Annual Budget Report, Attachment 5, at the end of every State fiscal year and at the end of the project, as outlined in the following schedule:

- Due July 15, 2015 – Report period January 1, 2015 through June 30, 2015
- Due July 15, 2016 – Report period July 1, 2015 through June 30, 2016
- Due January 15, 2017 – Report period July 1, 2016 through December 31, 2016

### **F. Allocation Termination or Withdrawal**

1. County may withdraw from the Renewal Assistance Allocation Funding by notifying the State in writing at any time of the request to withdraw from further participation. Once the withdraw request is received, the State will contact the County to complete close out tasks.
2. Failure by the County to comply with the requirements of the Renewal Assistance program may be cause for terminating all obligations of the State for additional Allocation payments.

### **G. Loss of Allocation Amount**

The following actions may result in a loss or part of all Allocation Amount allocated to the County.

1. A County fails to return a signed Agreement to DHCS within 60 days of receipt of the Agreement.
2. A County fails to produce satisfactory Invoices and Deliverables as outlined in the Quarterly Invoice and Deliverable Schedule noted on Page 5.
3. A County withdraws from the renewal program funded through this Allocation.
  - i. This action shall result in a 50% reduction of the total Allocation Amount.

### **H. Hold Harmless**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

### **I. Financial Records**

1. County agrees to maintain satisfactory financial accounts, documents and records for the Allocation and to make them available to the State for auditing at reasonable times. County also agrees to retain such financial accounts, documents and records for three years following Allocation termination or completion.
2. County and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Allocation or matters related thereto. County agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Allocation.

3. County agrees to use a generally accepted accounting system.

**J. Audit**

1. Allocations are subject to audit by the State for three years following the final payment of Allocation Amount. The purpose of this audit is to verify that Allocation expenditures were properly documented. Counties will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the County, as they relate to the Allocation for which the State authorized Allocation Amount. The County shall have the Allocation records, including the sources documents and cancelled warrants, readily available to the State.
3. County must also provide an employee having knowledge of the Allocation and the accounting procedure or system to assist the State's auditor. The County shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Allocation records must be retained for at least one year following an audit or final disputed audit findings.

**K. Nondiscrimination**

1. County shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap when conducting renewal assistance efforts pursuant to this Allocation and in compliance with the Americans with Disabilities Act.
2. County shall ensure the security, privacy and confidentiality of each enrollee.

**L. Health Insurance Portability and Accountability Act of 1996 ("HIPAA")**

1. Counties shall ensure security of privacy and confidentiality of each consumer application and comply with HIPAA requirements as set forth by law.

**M. Disputes**

1. County shall continue with the responsibilities under this Allocation during any dispute.
2. The nonenforcement or other waiver of any provision of this Allocation shall not be construed as a continuing waiver or as a waiver of any other provision of this Allocation.

## ATTACHMENT A

**Children's Health Outreach, Enrollment, Utilization and Retention Services (CHOEUR) Contracts  
New DHCS SB 18 Medi-Cal Renewals Grant Augmentation Amounts  
July 1, 2015 - December 31, 2016**

Contractor Name		SPA Service Area	DHCS SB 18 Grant Funding Amounts (July 1, 2015 - June 30, 2016)	DHCS SB 18 Grant Funding Amounts (July 1, 2016 - Dec. 31, 2016)	Total Funding Amounts Per Agency
1	Community Health Councils	6,8	\$280,110	\$106,532	\$386,642
2	Valley Community Clinic	2	\$144,754	\$55,053	\$199,807
3	Venice Family Clinic	5	\$121,431	\$46,183	\$167,614
4	Maternal and Child Health Access (Outreach and Enrollment Contract)	3,4,6,7	\$339,377	\$129,072	\$468,449
5	California Hospital (Dignity Health)	4,6	\$224,892	\$85,531	\$310,423
6	Citrus Valley Health Partners	3	\$233,275	\$88,719	\$321,994
7	Northeast Valley Health Corporation	2	\$198,439	\$75,471	\$273,910
8	Child and Family Guidance Center	2	\$142,530	\$54,207	\$196,737
9	Human Services Association	7	\$191,733	\$72,920	\$264,653
10	Asian Pacific Health Care Venture	3,4	\$220,430	\$83,834	\$304,264
11	St. Francis Medical Center of Lynwood Foundation	7	\$140,228	\$53,332	\$193,560
12	Tarzana Treatment Centers	1	\$121,431	\$46,183	\$167,614
13	Crystal Stairs	8	\$198,064	\$75,328	\$273,392
14	Los Angeles County Office of Education	county-wide	\$100,660	\$38,283	\$138,943
15	Los Angeles Unified School District	2,3,4,5,6,7,8	\$110,726	\$42,111	\$152,837
16	City of Pasadena	3	\$38,347	\$14,584	\$52,931
17	City of Long Beach	8	\$112,812	\$42,905	\$155,717
18	Maternal and Child Health Access (Training Contract)	county-wide	\$191,733	\$72,920	\$264,653
19	Lancer Schull, Computer Therapy LLC	N/A	\$76,692	\$29,168	\$105,860
<b>TOTALS:</b>			<b>\$3,187,664</b>	<b>\$1,212,336</b>	<b>\$4,400,000</b>